

UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA, for
the use of SUNDANCE ROOFING, INC.,

Plaintiff,

vs.

Case No. CIV 09-0441 MV/LAM

HDR ENTERPRISES, LLC,
MV INDUSTRIES, INC., and
LIBERTY MUTUAL INSURANCE
COMPANY,

Defendants.

MEMORANDUM OPINION AND ORDER

THIS MATTER comes before the Court the Motion to Consolidate [**Doc. No. 11**] brought Defendant HDR Enterprises, LLC (“HDR”). HDR seeks to consolidate the instant case with Case No. CIV 09-00437-RB-ACT, *United States of America, for the use of HDR Enterprises, LLC, et al. v. MV Industries, Inc., et al.* (hereinafter “*HDR v. MV Industries*”). The Court, having considered the motion, briefs, relevant law and being otherwise fully informed, finds that consolidation would not promote the efficient resolution of the instant matter. Accordingly, the Motion to Consolidate will be **DENIED**.

HDR v. MV Industries arises out of two construction projects. In *HDR v. MV Industries*, HDR and four other Plaintiffs seeks to recover against multiple defendants for some twenty-seven counts. Among other things, the 543-paragraph complaint in that case includes counts for state and federal racketeering, recovery under the Miller Act, fraud, intentional misrepresentation, negligent misrepresentation, intentional interference with contractual

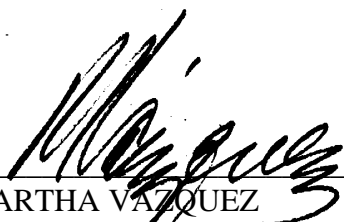
relations, breach of multiple contracts, breach of the covenant of good faith and fair dealing, slander, and conversion.

By contrast, the instant suit, which also arises out of one of the two construction projects at issue in *HDR v. MV Industries*, is relatively straight-forward. In this case, Plaintiff Sundance Roofing, Inc., a subcontractor who is not a party to *HDR v. MV Industries*, seeks to recover for approximately \$30,000 of work performed under a subcontract agreement it entered into with HDR. The complaint in *United States of America, for the use of Sundance Roofing, Inc. v. HDR Enterprises, LLC, et al.* alleges only four counts: breach of contract, unjust enrichment, quantum meruit, and recovery under the Miller Act.

While the Court finds that there is some limited overlap between the two actions, the Court believes that consolidating the cases would unnecessarily expand the scope of the instant action—as the allegations in *HDR v. MV Industries* greatly exceed those at issue here. As a result, this Court finds that consolidation would not foster judicial economy, but rather would be likely to create unnecessary delay and to expose Sundance Roofing, Inc. to greater expenses in resolving the instant matter.

IT IS THEREFORE ORDERED that HDR's Motion to Consolidate, filed August 23, 2009, [Doc. No. 11] is **DENIED**.

DATED this 29th day of March 2010.



MARTHA VAZQUEZ
Chief United States District Judge

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